

THAT they will pay all taxes, assessments, water rent, public dues and charges of every kind, levied, assessed or incurred, or to be levied, assessed or incurred when legally due, together with insurance premiums herein required to be paid on the property hereby mortgaged;

THAT they will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured against loss by fire ~~with~~ extended coverage, for a sum of not less than \$12,000.00, in some safe and reliable insurance company, paying the premiums and assessments thereon as they fall due and become payable, and that they will maintain and deliver to the mortgagee S the said policy of insurance ~~and any other insurance which the mortgagor S may carry upon the premises~~, and cause the same to be made payable to the said mortgagee S for their benefit in case of loss or damage by fire or other casualty covered by said insurance; and the said mortgagor S further in like manner covenant and agree that should they fail in any of these particulars, and the said mortgagee S pay the premiums and assessments necessary to keep said policy or policies of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in this mortgage itself.

AND the said mortgagor S further covenant to commit or suffer no waste, impairment or deterioration of said mortgaged property or any part thereof, and further covenant to keep the premises hereby mortgaged in good tenantable repair, in the judgment of the said mortgagee S their personal representatives, heirs, successors or assigns, and any failure in either of these respects shall constitute a default herein.

THAT if default shall be made in the payment of the notes aforesaid at maturity, and the interest thereon, or any installment of principal or interest, or in the payment of any renewal in whole or in part or the interest thereon, when the same shall mature and become payable, or in the performance of any covenant herein contained, then it shall be lawful for the mortgagee S, or their personal representatives, successors, or assigns, or Charles McC. Mathias, Jr., to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to said sale at the Court House door in Frederick, Maryland, or on the premises, at public auction, for cash, after having given at least twenty (20) days' previous notice of such sale inserted in some newspaper published in Frederick County, Maryland, of the time, place, manner and terms of sale, and to apply the proceeds of such sale to the payment, in the first place, of all costs, taxes, charges and insurance premiums hereinabove and hereinafter provided, together with the expenses attending such sale, including the usual equity commissions and reasonable counsel fee, and then to the payment of the notes aforesaid, or renewal thereof, with all interest due thereon to the date of payment, and the surplus, if any, shall be paid to the said mortgagor S, or to their heirs, successors or assigns.

THAT if the said mortgagor S shall default in the performance of any of the things hereby covenanted to be done and performed by them and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if for any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees, and one-half commissions upon the amount of the debt and the interest then unpaid, in this mortgage mentioned, shall be a part of the mortgage debt herein mentioned, and the said mortgagor S covenant and agree that they will pay the same.

THAT if during the continuance of this mortgage the mortgagor S shall fail to pay all taxes, assessments, water rent, public dues and charges when legally due, upon the payment of such taxes, assessments, water rent, public dues and charges by the mortgagee S, or assignee S such sums as shall be paid with interest thereon shall be a debt of the mortgagor S and a lien on the herein mortgaged property as though included in the first instance in the mortgage itself.

WITNESS:

Gail J. Fink (SEAL)
GAIL J. FINK
Mary Elizabeth Fink (SEAL)
MARY ELIZABETH FINK
(SEAL)

Dorothy L. Wastler
Dorothy L. Wastler

February 2, 1959

I hereby transfer and assign the within and foregoing mortgage unto Charles McC. Mathias, Jr., for the purpose of foreclosure.

Witness:

Hazel McCanner
HAZEL McCanner

Ignatius Bjorlee (SEAL)
Ignatius Bjorlee

Assignment recorded Mar. 17, 1959

Test: Elizabeth Mathias Clerk